IMMUNITY OF DIPLOMATIC AGENTS. — It is well settled that a sovereign who visits a foreign country is free in respect to his person from all local jurisdiction. And to describe his precise legal position the term extra-territoriality is used, by which the monarch is conceived as being a portion of the state to which he belongs, though actually in the foreign country. Though it may well be true that in case of a sovereign or of the ambassador who is identified with him the immunity and the term which describes it are co-extensive, this picturesque metaphor must be regarded as a fiction of vivid description rather than a legal rule. The expression really becomes dangerous when it is used to account for the exemption from local laws of the suite, attachés and servants of a foreign minister. It would seem that the ambassador is entitled to their immunity because they are a necessary aid to him in his ministerial duties. And the exemption of these people who cannot be said to be identified with their sovereign extends only so far as is compatible with their usefulness in their official capacity. But it is clear that if an attaché commits murder the courts of the country to which he is accredited are powerless to punish him. The most that can be done is to apply for his recall to the State he represents. Hall, International Law, 3d ed., p. 168. Dana, Wheaton's International Law, 8th ed., § 225. When, however, he kills himself it is doubtful what course may be adopted. A step towards settling this doubt has just been taken in the case of Count Karolyi, an attaché of the Austro-Hungarian Embassy, noted in The Law Journal, Jan. 14th, 1899. The count committed suicide in Piccadilly and an inquest was held on his dead body. No objection was made to the interference of the English coroner, because the count was not a resident of the Embassy house, and therefore it was said that the privilege of extra-territoriality did not exist. The reason given is manifestly erroneous in applying a term of description as a legal rule. If anything can correctly be termed extra-territorial it is the person of the minister himself and not his dwelling. But the point raised is interesting. The very act which was wrongful terminated his office by ending his life. His usefulness to his country was ended — the public rights which had formerly attached to him had ceased to exist. Why should not his remains be subject to foreign jurisdiction? And yet a state has a right to demand the safe return of her diplomat whose term has expired. If the home office had expressly desired the return of the dead body without interference England no doubt as a matter of policy would have refrained from holding an inquest. But in the absence of such request her action can be sustained on the ground that, while an ultimate return of the remains is of course necessary, there is no reason why the ordinary course of procedure should not be invoked where the person of the attaché has lost all its public character.

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CONSTRUCTIVE TRUSTS. — Equity, speaking strictly, never gives damages for an injury; rather it lays its command on the wrongdoer to make reparation for his wrong. It concerns itself not with what the complainant lost but with what the respondent gained, and in all cases where it has jurisdiction will force the wrongdoer to hold the proceeds of his wrong, no matter in what shape they then exist, for the benefit of his victim. But in the looser modern equity practice those fundamental principles, so clearly in line with natural justice, are often forgotten by both courts and complainants; it is refreshing then to come upon a case like

*Woodrum* v. *Washington National Bank*, December, 1898, 55 Pac. Rep. 333 (Kan.), where these principles are clearly set forth and soundly applied. There it appeared that certain mortgaged cattle in the hands of the mortgagee were destroyed through the tort of a third party. The mortgagee recovered from him a sum equivalent to his mortgage debt and in exchange for the balance of the judgment received a larger judgment against the mortgagor. It was held that the mortgagor might at his election charge the mortgagee for the amount of the uncollected balance of his judgment against the third party or take the judgments against himself as a constructive trust.

The injury to the complainant here was purely equitable, but the same principles are applicable — speaking broadly — to legal wrongs. A legal owner has the right to retake his property from the thief ; it would seem that if the thief has disposed of the property, in all natural justice, the owner should likewise have a paramount claim against the proceeds. The only way in which he can get at those proceeds at law, by judgment in damages and attachment, is often hopelessly inadequate, — for instance, if the thief be insolvent; but equity, having taken jurisdiction because of the inadequacy of the legal process, will apply its own principles of reparation and declare a constructive trust of the proceeds in the hands of the thief. And certain courts, at least, will follow this reasoning. In the case of *American Sugar Refining Co.* v. *Faucher*, 145 N. Y. 552, where there had been a sale of chattels induced by fraud, it was held that the proceeds of a re-sale by the insolvent wrongdoer were a constructive trust for the victim of the fraud.

It is not easy to see just how far equity will go in its use of this sort of remedy, — clearly it is not applicable to every species of wrong. The question is finally one of policy, but the few precedents we have seem to group themselves — without regard to the nature of the right violated, whether legal or equitable — into two classes: cases where the wrong from which the proceeds arise is the misuse of another's property; cases where the wrong is a breach of some relation which is, in the broadest sense of the term, fiduciary.

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Satisfaction as a Condition. — Whenever a contract contains a condition that the one party must be satisfied with the performance of the other or be under no obligation, the determination whether "actual satisfaction" or "reasonable satisfaction" is required is a question of interpretation. This was the issue in *Pennington* v. *Howland*, 41 Atl. Rep. 891 (R. I.). The defendant employed the plaintiff to make a pastel portrait of his wife, the contract providing that if the picture were not satisfactory the defendant should not pay. The portrait when finished was rejected by the defendant as unsatisfactory. Upon these facts, the court held that as the defendant was not actually satisfied the plaintiff had no cause of action; since, if the subject-matter of a contract involved personal taste, actual satisfaction was always necessary.

A promisee, if he be so indiscreet, may allow the promisor to condition his obligation upon his personal satisfaction. No rule of law or of public policy precludes the enforcement of such a condition, provided that the promisor acts in good faith. On the other hand the reference intended may well enough be to the satisfaction of the promisor as a reasonable man. The authority, however, is much in conflict; for the